

THESE ARE IN THE PROCESS OF BEING AMENDED

**RULES AND REGULATIONS OF THE
WATER DISTRICT II WATER SYSTEM FOR
MONTGOMERY COUNTY - NORTH CAROLINA**

I. CLASSIFICATION OF SERVICE:

All services are classified either RESIDENTIAL or COMMERCIAL outside town boundaries.

II. RATE SCHEDULE AND TAP-ON FEES:

A. Rate schedule:

Water service to municipalities and residences in rural areas shall be billed at the following rate schedule for water usage during each month:

RESIDENTIAL

0 - 2000 gallons	\$10.00
Over 2000 to one million	\$ 2.50 per 1000 gallons
Over one million gallons	\$ 1.50 per 1000 gallons

COMMERCIAL

0 - 2000 gallons	\$25.00
Over 2000 to one million	\$ 3.00 per 1000 gallons
Over one million gallons	\$ 1.50 per 1000 gallons

TOWNS

1000 gallons	\$ 1.50 per 1000 gallons
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B. *TAP ON FEES:*

1. During Construction:

(The period between time of notification to proceed with construction and the time when Contractors are ready to proceed with the service connection involved). "Tap-On" for the customer will be made available at a TAP-ON FEE of:

<u>METER SIZE</u>	<u>ESTABLISHED FEE</u>
3/4 inch (residential)	\$ 75.00
1 inch	\$100.00
2 inch	\$150.00

For sizes larger than 2", cost shall be fixed at total cost of labor and materials for making the installation plus 10% for system overhead.

2. TAP-ON FEE SCHEDULE:

The "TAP-ON FEE SCHEDULE", *after* contractor has moved past the service with construction, shall be as hereafter established:

<u>METER SIZE</u>	<u>ESTABLISHED FEE</u>
3/4 inch	\$ 300.00 plus the user deposit
1 inch	\$ 500.00 plus the user deposit
2 inch	\$1800.00 plus the user deposit

For sizes larger than 2", cost shall be fixed at total cost of labor and materials for making the installation plus 10% for system overhead.

C. *SPRINKLER SERVICE FOR FIRE PROTECTION:*

Connection to the system for service to sprinkler systems to provide fire protection may be secured upon application of the customer and upon payment of all charges involved in making the connection. The customer for Sprinkler Connections to the system shall pay annual charges on the following schedule.

6" Sprinkler Connection	\$150.00
8" Sprinkler Connection	\$200.00
12" Sprinkler Connection	\$500.00

No service other than for fire protection shall be tapped onto or taken from a sprinkler connection.

D. *MULTIPLE UNIT CONNECTIONS:*

Connection of the system to multiple living units is discouraged with the general practice to be a meter for every installation and water to be used for that installation only.

It is recognized that under certain apartment arrangements and mobile homes layouts that a meter for each unit may prove impractical. Multiple use of a meter will be not allowed except where a customer shall make a special application for permit for such installation and each such permit shall be subject to review and approval required of the governing body established for the system.

Upon approval of a special permit for a multiple unit connection, the Owner of the property shall assume full responsibility for all water passing through the metered

connection and shall pay for the same on the heretofore established schedule plus \$3.00 per month extra charge for each unit connected to the meter beyond the initial or first unit connected thereto.

When a subdivision or other group has an existing water system in operation on or before July 1, 1972, then a master meter may be installed and the water paid for at the schedules heretofore established at the meter plus the following schedule of charges for each unit attached to the system and receiving water through the master meter:

- (a) From one connecting unit through 249 connecting units to be at \$3.00 per unit attached per month.
- (b) From 250 connecting units through 499 connecting units to be at \$2.00 per unit attached per month.
- (c) From 500 connecting units through 999 connecting units to be at \$1.50 per unit attached per month.
- (d) From 1000 connecting units and larger numbers of units to be at \$1.00 per unit per month.

E. *MUNICIPAL CONNECTIONS:*

Existing Municipalities within the Water District II have assisted in the establishment of the System; therefore, the following policy shall prevail as to the existing Municipalities of

Biscoe,

Candor, Mount Gilead, Star and Troy:

- (a) Water will be transferred from the production facilities and distribution system of Water District I, through meters to the municipality at the rates heretofore given for water usage.
- (b) Any existing municipality will have the right to transfer water from Water District II's meter to all customers of the municipal system within the municipal corporate boundaries existing as of July 1, 1972, at rates to be established by the municipality.
- (c) Any existing municipality will have the right and privilege of servicing any customers outside the municipal corporate limits that are being served as of July 1, 1972 at rates to be established by the municipality and which customers are being served on lines not constructed by Water District II and which have not been transferred to Water District I under agreements reached for establishment of the Water District II System.
- (d) That municipalities may not extend service to any customer outside its corporate boundaries that are not being serviced by the municipality on July 1, 1972.
- (e) The municipalities may extend their corporate boundaries to limits that may be legally established under North Carolina Statutes governing annexations and may thereafter service any customers annexed into the corporate boundaries, providing the shall prior to annexation determine the value of facilities of Water District II to be annexed into the City System shall determine remaining unamortized value of the

to

municipality

facilities incorporated arranging for payment to Water District II of such unamortized costs as may be established and shall pay all cost of rearrangement of meters to properly determine volumes of water that may be transferred from Water District II into the then established municipal system.

(f) Any lines constructed within Water District II after July 1, 1972 and not within the corporate boundaries of a municipality shall become a service facility of Water District I, upon connection to the system and the passage of water from the Water District II System into the lines constructed by others and connected to the Water District II System.

(g) Any lines constructed by others within Water District II, and to which Water District II will furnish water, then plans and specifications for construction of such system additions shall be submitted to Water District II and receive its approval prior to start of construction of the facility.

(h) Under unusual circumstances where a municipality may require extension outside its municipal boundaries, Water District II will allow such extensions by the municipality upon submission of plans of proposed extensions to the County Planning Board for review and upon receipt of approval of the Planning Board and concurrence in the extensions by the Water District II Board.

III. **APPLICATION FOR SERVICE:**

A. Service will be supplied only to those who have requested service.

B. Customers will make application for service, **in person**, at the Water District II Office (the County Manager's office, or as may be later established); and at the same time, make the deposit guarantee required below.

C. The corporation may reject any application for service when the applicant is delinquent in payment of bills incurred for service previously supplied at any location, provided that when the owner of the premises has been served water and has not paid for the same, the corporation shall not be required to render service to anyone at said location where the water was used until said water bill has been paid.

IV. **DEPOSIT:**

A. All residential customers will be required to make a minimum cash deposit of \$25.00, if customer owns the property; \$50.00 if customer is renting. Commercial, industrial and/or institutional customer will be required to make a cash deposit equal to the value of one months estimated usage of water and not less than a minimum of \$25.00 and not in excess of one month's average bill.

B. The individual, the partnership and/or the corporation in whose name the deposit is made shall be responsible for payment of all bills incurred in connection with the service

furnished.

- C. A separate deposit is required for each meter installed.
- D. The deposit receipt is not negotiable and can be redeemed only at the Water District II Office.
- E. Upon request for refund, the applicant is required to provide the deposit receipt properly endorsed. No refunds will be authorized without request for discontinuance of service and account marked “**PAID IN FULL**” to the date when discontinuance has been accomplished.

V. **INITIAL OR MINIMUM CHARGE:**

- A. The initial or minimum charge, as provided in the rate schedule, shall be made for each meter installed, regardless of location.
- B. Water furnished for a given installation shall be used for that installation only. Each consumer’s service must be separately metered at a single delivery and metering point. Each commercial unit, each store room or stall used for business purposes shall have a separate meter. Each industrial user shall have a separate meter for each separate property on which an industrial installation is located.

Each institution, church or school shall be separately metered. All commercial, industrial, institutional, church or school connections shall be metered separately from any residential user and vice versa. The requirements of this paragraph shall be strictly adhered to, unless “SPECIAL PERMIT” for multiple unit connection is applied for and approved by the governing body for the system.

C. ***SPECIAL USES PERMIT:***

For the purpose of accounting for all water used on the Water District II System, all non regular users of water from the system shall obtain a special use permit from the Water District I prior to taking any water from the system. The special use permit shall set the cost of water, if any as to residential or commercial status. A deposit, if required, will be paid before the special use permit can be issued. The amount of the deposit shall be determined by the Water Superintendent for each separate use. The deposit; however, shall not be less than the cost of the meter and apparatus used on each case nor more than twice the estimated amount of water to be used, calculated on the basis of the appropriate rate schedule (residential or commercial).

- D. Water District II shall consist of the water distribution system and all appurtenances thereto up to the point of delivery of water to the customer on the customer’s side of the water meter. Tampering with meters or other appurtenant parts of the water system by unauthorized persons is prohibited by law and such tampering shall

be deemed to be a misdemeanor.

VI. **Water District II'S RESPONSIBILITY AND LIABILITY:**

A. Water District II shall run a service line from its distribution line to the property line, and for which a tap-on fee then in effect for each size meter will be charged; except Water District II reserves the right to require payment for any service line extending more than one hundred feet from the main at the actual cost of installation of the added line, this in addition to the "Tap-On" fee hereto specified.

B. Water District II shall install its meter at the property line in or at a location mutually agreed upon with the Owner.

C. When two or more meters are to be installed on the same premises for different customers, they shall be closely grouped and each clearly designated to which consumer it applies.

D. In case of a sprinkler connection Water District II will make the tap-on to the supply main, value the supply and extend the sprinkler service main to the property line of the customer; the customer to be responsible for repayment to Water District II of all costs involved in making this service available to the customer.

E. Water District II does not assume the responsibility of inspecting the consumer's piping or apparatus. Water District II responsibility for maintenance ends at the meter.

F. Water District II has the responsibility to refuse service unless the customer's piping is installed in such manner as to prevent cross-connection or back flow. This means no wells may be connected into the system plumbing. Prior to connection of any customer to the system, the customer must have secured inspection and approval of the customer's plumbing system by the County Plumbing Inspector.

G. Water District II shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the consumer's premises, unless such damage results directly from negligence on the part of Water District II. Water District II shall not be responsible for any damage done by or resulting from any defect in the piping, fixtures, or appliances on the customer's premises. Water District II shall be responsible for negligence of third persons or forces beyond the control of Water District II resulting in interruption of service or from interruption of service to make repairs and/or other connections.

H. Under normal conditions, the customer will be notified of any anticipated interruption of service.

VII. **CUSTOMERS' RESPONSIBILITY:**

A. Piping on the customer's premises must be so arranged that the connections are conveniently located with respect to the Water District II's lines or mains.

B. If the customer's piping on customer's premises is so arranged that Water District II is called upon to provide additional meters, each place of metering will be considered as a separate and individual account.

C. Where a meter is placed on premises of a customer by mutual agreement, a suitable place shall be provided, unobstructed and accessible at all times to the meter reader.

D. The customer shall furnish and maintain a private cut off valve on the customer's side of the meter.

E. The customer's piping and apparatus shall be installed and maintained in a safe and efficient manner and in full compliance with the sanitary regulations of the State of Board of Health.

F. In the event that any loss or damage to the property of the corporation or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the customer, his agent or employees, the cost of the necessary repairs or replacements shall be paid by the customer to the corporation; and any liability otherwise resulting shall be assumed by the customer.

VIII. **CHANGE OF OCCUPANCY:**

A. Not less than three day's notice shall be given in person or in writing, at Water District I Office, to discontinue service for a change in occupancy.

B. The outgoing party shall be responsible for all water consumed up to the time of departure, or the time specified for departure, whichever period is longest.

IX. **METER READING - BILLING - COLLECTING:**

A. *Meters will be read and bills rendered as follows:*

Meters will be read during the last ten days of each month. Bills will be mailed the 1st working day of the following month; however, Water District II reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or

desirable.

B. Bills for water will be figured in accordance with Water District II's published rate schedule then in effect and will be based on the amount consumed for the period covered by the meter readings.

C. Charge for service commences when meter is installed and connection made, whether used or not. Sixty (60) days may be allowed for hook-up on initial installation of the water system.

D. Readings for different meters will not be combined for billing, irrespective of the fact that said meters may be for the same or different premises, or for the same or different customer, or for the same or different services.

E. Bills are due by the 15th of the month and become delinquent 10 days thereafter, and if not paid by the 25th, service may be discontinued by Water District II.

F. Failure to receive bills or notices shall not prevent such bills from being delinquent or relieve the customer from payment.

X. **SUSPENSION OF SERVICE:**

A. When services are discontinued and all bills paid, the deposit will be refunded.

B. Upon discontinuance of service for non-payment of bills, the deposit will be applied by Water District II toward settlement of the account. Any balance will be refunded to the customer. If the deposit is not sufficient to cover the bill, Water District II may proceed to collect the balance in the usual way provided by law for the collection of debts. 6

C. Service discontinued for non-payment of bills will be restored only after bills are paid in full, a redeposit made, and a service charge of \$20.00 paid for each meter reconnected.

D. Water District II reserves the right to discontinue its service without notice for the following additional reasons:

1. To prevent fraud and abuse.
2. Customers willful disregard to these rules and regulations.
3. Emergency repairs.
4. Insufficiency of supply due to circumstances beyond the Water Department's control.

5. Legal processes.
 6. Direction of higher public authorities.
 7. For unavoidable causes, such as, strike, riot, flood, fire or accident.
- E. Water District II may, in addition to prosecution by law, permanently refuse service to any customer who tampers with a meter or other measuring device.

XI. COMPLAINTS - ADJUSTMENTS:

- A. If the customer believes his bill to be in error, he shall present his claim, in person, at the Water District II's office before the bill becomes delinquent.

Such claim if made after the bill has become delinquent shall not be effective in preventing discontinuance of service as heretofore provided.

The customer may pay such bill under protest, and said payment shall not prejudice his claim.

- B. The Water District II will make special meter readings at the request of the customer for a fee of \$5.00 provided; however, that if such special reading discloses that the meter was over read, no charge will be made.

- C. Meters will be tested at the request of the customer upon payment to the Water District I of the actual cost to Water District II of making the test provided, however, that if the meter is found to over register beyond two and one-half/centrum of the correct volume, no charge will be made.

- D. If the seal of a meter is broken by other than Water District II's representative, or if the meter fails to register correctly, or is stopped for any cause, the customer shall pay an amount estimated from the record of his previous bills and/or from other proper data.

XXI. EXTENSION TO MAINS AND SERVICES:

Water District II will make extension to Water District II under the following conditions:

1. The extensions will be allowed only after approval of proposed extensions that are in conformance with standards set by Water District II and after the projected extensions are shown to be compatible with the plans for the ultimate development of the system.

2. The proposed extensions shall be designed to promote orderly growth of Water District I.
3. That the proposed extensions have been determined to be feasible from the standpoint of maintaining a self-supporting water utility.
4. Extensions will be made by Water District II only when funds are available within Water District II and then only upon the approval and upon the direction of Water District I Board.
5. Extensions will be allowed to be made by individuals, firms, partnerships, and/or corporations under the following conditions.
 - (1) Conformance with Water District II Standards are met and plans approved by the County Water District II Board all as set out under sub-article 1, 2, and 3 above.
 - (2) *Specifications*: All installations shall be made according to specifications of Water District I, including size of lines, their location, grade and materials to be used.
 - (3) *Ownership and Control*: All lines constructed and connected with the facilities of Water District II, under these policies shall become the property of Water District I upon their completion and connection to Water District II System. Water District I shall have exclusive control of all such lines and will assume responsibility for maintenance, repair and operation.

XIII. ABRIDGEMENT OR MODIFICATION OF RULES:

- A. No promise, agreement or representation of any employee of the County shall be binding upon Water District II except as it shall have been agreed upon in writing, signed and accepted by the Water District II Board through proper governmental channels.
- B. Modification of rates and any of the rules and regulations shall be made only through proper governmental channels.
- C. All prices included in these rules and regulations are subject to change at anytime, when deemed necessary, by action of the Water District II Board.

XIV. ADOPTION OF RULES:

Until further notice of the Water District II Board, the rules and regulations are hereinabove set out and are hereby adopted as of the date hereof to become effective on and after March 10, 1998.

Upon motion of Fairley McCallum and seconded by R.C. Bostic, passed by unanimous vote, this the 10th day of March, 1998.

Water District II Board

ATTEST:

By:
F.H. Taylor, Chairman

Sally M. Morris
Clerk to the Board